

**THE BALOCHISTAN RESTRICTIONS OF RENTED BUILDINGS
(SECURITY)
ACT, 2015**

(Baln. Act X of 2015)

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**1THE BALOCHISTAN RESTRICTIONS OF RENTED BUILDINGS
(SECURITY)**

ACT, 2015

(Baln. Act X of 2015)

[20th August, 2015]

An Act to provide mechanism for monitoring the business of rented buildings in the province of the Balochistan.

Preamble.

WHEREAS it is expedient to provide mechanism for monitoring the business of rented buildings for the purpose of counter terrorism and effectively combating crime in the Balochistan and the matters connected therewith or ancillary thereto;

It is hereby enacted as follows:—

Short title, extent and commencement.

1. (1) This Act may be called the Balochistan Restrictions of Rented Buildings (Security) Act, 2015.

(2) It shall extend to the whole of Balochistan except Tribal Areas.

(3) It shall come into force at once.

Definitions.

2. In this Act, unless there is anything repugnant in the subject or context—

(a) “Act” means the Balochistan Restriction of Rented Buildings (Security) Act, 2015;

(b) “Government” means the Government of the Balochistan;

(c) “landlord” means a person or body on whose name the building stands registered in Government records;

(d) “lessee” means a person to whom the building is given by the landlord on lease;

(e) “manager” means a person, who is employed or duly authorized by the landlord for the

¹ This Act was passed by the Provincial Assembly of Balochistan on 13th August, 2015, assented by the Governor of Balochistan on 19th August, 2015; and published in the Balochistan Gazette (Extraordinary) No. 138, dated 20th August, 2015.

management of the rented building;

- (f) “Officer Incharge” means the Station House Officer of a Police Station or a Levies Thana within whose jurisdiction the Rented Building is situated;
- (g) “prescribed” means prescribed by rules;
- (h) “Private Hostel” means any hostel other than student hostel;
- (i) “Property Dealer” means the property dealer, who deals the rented buildings for monetary consideration;
- (j) “province” means the province of Balochistan;
- (k) “rented building” means any building which is given or rented and include private hostels and student hostels;
- (l) “rules” means rules made under this Act;
- (m) “student hostel” means building used by educational institutions including madrassas for accommodation of their enrolled students;
- (n) “tenant” means a person to whom a building is given on rent on monthly basis or for a specific period by the owner, lessee or the manager, as the case may be;
- (o) “tenant acknowledgement receipt” means receipt issued by the officer in-charge of the concerned Police station/Levies Thana to the landlord, manager or the lessee, as the case may be; *and*
- (p) “schedule” means schedule annexed to this Act.

Rent agreement.

3. (1) Whenever the landlord, the lessee or the manager, as the case may be, agrees to allow any person other than his legal heirs to occupy his rented building, he shall reduce the agreement in writing on legal document which shall be signed by the landlord, the lessee or the manager and the property dealer in case the rented building

is given through him, as the case may be, and the tenant. The agreement should contain meaningful information about the tenant through which the identity of the tenant could be verified.

(2) The landlord, the lessee or the manager, as the case may be, shall exercise due care and prudence in verification of the credentials of the tenant so that the rented building may not be used for any illegal or terrorist activities.

(3) The landlord, the lessee or the manager, as the case may be, shall get minimum two references of known persons who shall verify the credentials of the tenant. The complete particulars of the reference in the form of Computerized National Identity Card and contact number shall be obtained and reference shall be given in the rent agreement.

(4) The rent agreement shall be further attested by a Magistrate, Notary Public or the Oath Commissioner.

Information with regard to rent agreement.

4. (1) The landlord, the lessee or the manager, as the case may be, and the property dealer where the rented building is given through such property dealer, shall provide following information to the Officer Incharge within three days of signing of the agreement on Form-I of the schedule:—

- (a) attested copy of the rent agreement;
- (b) attested copy of the National Identity Card of tenant;
- (c) name and copies of the National Identity Cards with contact number of two references, who identify the tenant; *and*
- (d) particulars of the male members above the age of fourteen years living or residing with the tenant.

(2) After being satisfied, officer Incharge shall issue “tenant acknowledgment receipt” to the landlord, the lessee or the manager, as the case may be, on the submission of the requisite information on Form-II of the schedule. He shall also incorporate the entry in the Daily

Diary, maintained in such Police Station/Levies Thana.

(3) The landlord, the lessee or the manager, as the case may be, shall provide one attested copy of the tenant acknowledgment receipt to the tenant.

(4) Any concerned police officer, not below the rank of Assistant Sub-Inspector and Levies officer not below the rank of Risladar with approval of the Officer Incharge may inspect any rented building along with the landlord, the lessee or the manager, as the case may be. The landlord, the lessee or the manager, as the case may be, shall facilitate the police during inspection.

Hostels.

5. (1) No landlord, lessee or manger of a private hostel or student hostel, as the case may be, shall allow any person other than enrolled student to stay therein.

(2) Private hostel and student hostel, shall maintain complete record of all persons staying therein, as required in section 3 of this Act, and shall produce it to the concerned Police/Levies authority when required.

(3) No private hostel or student hostel shall allow any tenant to keep any arms or ammunition, explosive or hate and seditious material:

Provided that the landlord, the lessee or the manager, as the case may be, of such hostel may keep a licensed arms or ammunition for the purpose of the safety of such hostels and students registered therein.

(4) The landlord, the lessee or the manager, as the case may be, shall make formal arrangement for checking of hostel rooms in order to ensure compliance with the provisions of this Act.

Powers of Police/Levies.

6. The officer Incharge may call copy of the rent agreement and copy of tenant acknowledgment receipt, from any tenant of the rented building for verification. The tenant shall produce all such related documents provided in section 4 to the Police/Levies, within twenty-four (24) hours.

Responsibilities of Police.

7. (1) The Officer Incharge of the local Police Station/Levies Thana shall be responsible to maintain record of all rented buildings and tenants, falling in the jurisdiction of such Police Station/Levies Thana.

	(2) The local police station, shall prepare a computerized database for such rented buildings.
Central database.	8. (1) After promulgation of this Act, the Police Department of the Province shall develop a central database of the tenants in form of hardware and software at the shortest possible time, for the purpose of this Act. (2) Standardized software prepared for this purpose shall be utilized throughout the province.
Assistance by Revenue and Estate Departments.	9. The Revenue and Estate Departments of the Government shall be bound to provide any information regarding ownership of the rented buildings to the Police/Levies.
Penalties.	10. (1) Whoever contravenes the provision of section 3 to 6 of this Act shall be punished with imprisonment, which may extend to one year or with fine or with both. (2) In case of the reasonable grounds, the police find that the landlord, the lessee, the manager or the property dealer, as the case may be, was aware of the criminal designs of the tenant or he has not exercised due care in verification of the credentials of the tenant, he may be charged for the abetment of the offence committed by the tenant.
Application of Code.	11. The provisions of the Code of Criminal Procedure, 1898 (Act No. V of 1898) shall <i>mutatis mutandis</i> applicable to this Act.
Cognizance.	12. The offence under this Act shall be cognizable, non-bailable and shall be tried by a Judicial Magistrate of First Class having territorial jurisdiction over the area of offences.
Operation of other laws.	13. The provision of this Act shall be in addition to and not in derogation of any other law for the time being in force.
Indemnity.	14. No suit or other proceeding shall lie against any person for anything done, or intended to be done, in good faith under this Act or rules made there under.

Power to make
rules.

15. The Government may, by notification in the official Gazette, make rules for carrying out the purpose of this Act.

*(See **Schedule** on next page)*

SCHEDULE
FORM-I
Section 4
TENANT INFORMATION FORM (TIF)

To be filled by the Owner

Police Station _____

District _____

INSTRUCTIONS FOR FILLING THE FORM

Please tick the relevant box

In case the landlord or tenant is a foreigner/afghan citizen, please provide passport number/afghan citizen card number (as the case maybe) in the fields requiring CNIC No.

Attach attested copy of rent agreement

Attach attested copies of CNIC of Owner, Property Dealer, Tenant & 2 References of Tenant

(A) PARTICULARS OF PROPERTY:-

(1) Address of Property Rented:-

House No _____ Street No. _____

Muhallah/Town _____

Police Station/Levies Thana _____ Tehsil _____ District _____

(2) Type of Property Rented:-

House Portion Flat

(3) Accommodation of Property Rented:-

No. of rooms _____ No. of Floors _____ Basement Yes No

(B) PARTICULARS OF OWNER/ LANDLORD:-

(4) Name _____ S/o _____

Caste. _____ Nationality. _____ Country of Origin. _____

(5) CNIC No _____ Contact No.: Landline _____

Mobile _____

(6) Present Address: House No. _____ Street No. _____

Muhallah/Town _____

Police Station/Levies Thana _____

District _____

(7) Permanent Address (As In CNIC): House No. _____ Street No. _____

Muhallah/Town _____

Police Station /Levies _____

Thana _____ District _____

(C) PARTICULARS OF TENANT:-

(8) Name _____ S/o _____

Caste. _____ Nationality. _____ Country of Origin. _____

(9) CNIC No _____ Contact No.: Landline _____

Mobile _____

(10) Permanent Address (As In CNIC): House No. _____ Street No. _____

Muhallah/Town _____

Police Station/Levies Thana _____ District _____

(11) TOTAL NUMBER OF MEMBERS OF TENANT FAMILY:-

Male _____ Female _____

(12) PREVIOUS PLACE OF RESIDENCE:-

House No. _____ Street No. _____ Muhallah /Town _____

Police Station/Levies Thana _____ Tehsil _____ District _____ Country _____

(D) PARTICULARS OF TWO REFERENCES FOR TENANT:-

(13) Reference-I

(14) Reference- II

Name _____ Name _____

S/O _____

S/O _____

CNIC No _____ CNIC

No _____

Contact Number: Contact Number:

Landline _____ Mobile _____ Landline _____

Mobile _____

Present Address: Present Address:

House No. _____ Street No _____ House No. _____ Street

No _____

Muhallah/Town _____

Muhallah/Town _____

Police Station/Levies Thana _____ Police Station/Levies

Thana _____

District _____ District _____

(E) PARTICULARS OF PROPERTY DEALER:-

(15) Name of Business:- _____

(16) Business Address:- _____

(17) Details of Director/Manager:- Name _____

S/O _____ CNIC No _____

Contact No.:- Landline _____ Mobile _____

(F) PARTICULARS OF MALE MEMEBERS ABOVE 14 YEARS OF AGE RESIDING WITH THE TENANT:- (For Pakistani Families)

Sr. No	Name	Father's Name	CNIC No	Age	Profession	Permanent Address Including Residential Police Station, Tehsil & District / Agency

(G) PARTICULARS OF MALE MEMEBERS ABOVE 14 YEARS OF AGE RESIDING WITH THE TENANT:- (For Foreigner / Afghan Families)

Sr. No	Name	Father's Name	Passport No. / Afghan Citizen Card No.	Country Of Origin	Age	Profession	Permanent Address

(H) This is to certify that the aforementioned information is correct to the best of our knowledge

Signature of Owner

Signature of Tenant

Signature of Property Dealer

Date Of Submission:- ____ / ____ / _____

FORM-II
SECTION-4(2)
TENANT ACKNOWLEDGEMENT
RECEIPT (TAR)

(Police Station/Levies Thana Copy)

Tenant Acknowledgement Receipt No _____
District _____ P.S _____ **1.**
This is to certify that Mr. _____ s/o
_____ landlord of rented property
_____ has rented it to
Mr. _____ s/o _____
CNIC No. _____
2. The landlord has provided the following
documents:

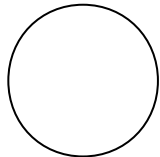
- Tenant Information Form (TIF)
- Attested copy of rent agreement
- Attested copy of CNICs of owner, tenant,
property dealer & 2 references of tenant

3. The documents & information contained therein
will be verified in due course of time.
4. Issuance of TAR No. _____ has been incorporated
In D.D No. _____ Dated ____ / ____ / _____
By MASI/MHC _____

Signature of SHO

Date of Issuance: ____ / ____ / _____

Official
Stamp of P.S/Levies Thana



FORM-II
SECTION-4(2)
TENANT ACKNOWLEDGEMENT RECEIPT
(TAR)

(Land Lord Copy)

Tenant Acknowledgement Receipt No _____
District _____ P.S _____
1. This is to certify that Mr. _____ s/o
_____ landlord of rented property
_____ has rented it to
Mr. _____ s/o _____
CNIC No. _____
2. The landlord has provided the following
documents:

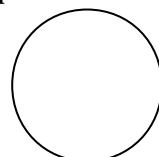
- Tenant Information Form (TIF)
- Attested copy of rent agreement
- Attested copy of CNICs of owner, tenant,
property dealer & 2 references of tenant

3. The documents & information contained therein
will be verified in due course of time.
4. Issuance of TAR No. _____ has been incorporated
In D.D No. _____ Dated ____ / ____ / _____
By MASI/MHC _____

Signature of SHO

Date of Issuance: ____ / ____ / _____

Official
Stamp of P.S/Levies Thana



FORM-II
SECTION-4(2)
TENANT ACKNOWLEDGEMENT RECEIPT
(TAR)

(Tenant Copy)

Tenant Acknowledgement Receipt No _____
District _____ P.S _____
1. This is to certify that Mr. _____ s/o
_____ landlord of rented property
_____ has rented it to
Mr. _____ s/o _____
CNIC No. _____
2. The landlord has provided the following
documents:

- Tenant Information Form (TIF)
- Attested copy of rent agreement
- Attested copy of CNICs of owner, tenant,
property dealer & 2 references of tenant

3. The documents & information contained therein
will be verified in due course of time.
4. Issuance of TAR No. _____ has been incorporated
In D.D No. _____ Dated ____ / ____ / _____
By MASI/MHC _____

Signature of SHO

Date of Issuance: ____ / ____ / _____

Official
Stamp of P.S/Levies Thana

